

EXHIBIT 11

1 UNITED STATES DISTRICT COURT
2 FOR THE SOUTHERN DISTRICT OF NEW YORK

3 HAYMOUNT URGENT CARE PC;)
4 ROBERT A. CLINTON, JR.;)
5 INDIGO INSTALLATIONS, INC.;)
6 and CHRISTOPHER A. TURRENTINE,)
7 individually and on behalf of)
8 those similarly situated,)

9 Plaintiffs,

) Case Number
) 1:22-cv-01245-JSR

10 VS

11 GOFUND ADVANCE, LLC;)
12 FUNDING 123, LLC; MERCHANT)
13 CAPITAL, LLC; ALPHA RECOVER)
14 PARTNERS, LLC; YITZCHOK)
15 ("ISAAC") WOLF; JOSEF BREZEL;)
16 JOSEPH KROEN; and)
17 YISROEL C. GETTER,)

18 Defendants.

19 *****
20 REMOTE VIDEOTAPED DEPOSITION OF
21 ROBERT A. CLINTON, JR.
22 September 14, 2022
23 *****

24 ROBERT A. CLINTON, JR., produced as a
25 witness at the instance of the Defendants, was
duly sworn and deposed in the above-styled and
numbered cause on September 14, 2022, from
9:07 a.m. to 4:14 p.m. CST, stenographically
reported, pursuant to the Federal Rules of Civil
Procedure and the provisions stated on the record.

Reported by: Rebecca A. Graziano, CSR, RMR, CRR
Texas CSR 9306
California CSR 14407
Illinois CSR 084.004659

<p>Page 10</p> <p>1 A Uh-huh.</p> <p>2 Q Great.</p> <p>3 And as we discussed, if you need to</p> <p>4 take a break, let me know, and as long as it's not</p> <p>5 during a question -- an open question; do you</p> <p>6 understand?</p> <p>7 A Sure.</p> <p>8 Q Okay. Is there any reason you cannot give</p> <p>9 your best testimony here today?</p> <p>10 A No, sir.</p> <p>11 Q All right. Did you meet with Mr. Heskin</p> <p>12 before this deposition to prepare for this</p> <p>13 deposition?</p> <p>14 A Yes.</p> <p>15 Q How many times?</p> <p>16 A Several times via phone.</p> <p>17 Q Via phone.</p> <p>18 How -- how long in the aggregate,</p> <p>19 would you say, were those prep sessions for</p> <p>20 today's deposition?</p> <p>21 A Just for the deposition or for the case in</p> <p>22 general?</p> <p>23 Q Just for the deposition.</p> <p>24 A I don't know. It might be, if you add</p> <p>25 them all up, a couple hours.</p>	<p>Page 12</p> <p>1 Q Okay. Where are you located right now?</p> <p>2 A I am in 420 Owen Drive. It's Haymount</p> <p>3 Urgent Care office.</p> <p>4 Q Are you in your personal office?</p> <p>5 A Yes, sir.</p> <p>6 Q And there's no one in there with you?</p> <p>7 A Nobody's here.</p> <p>8 Q Are you aware that there were document</p> <p>9 requests propounded on you and Haymount Urgent</p> <p>10 Care?</p> <p>11 A Yes.</p> <p>12 Q Okay. And have you produced all the</p> <p>13 responsive documents to those requests, to your</p> <p>14 knowledge?</p> <p>15 A Yeah, I've done my very best to get as</p> <p>16 many documents as I could. I'm sure there may be</p> <p>17 documents that I have not found yet, but I've</p> <p>18 certainly been trying.</p> <p>19 Q Are you still in the process of trying to</p> <p>20 find documents?</p> <p>21 A I haven't been lately because I thought</p> <p>22 I've produced all of them, but it's hard to know</p> <p>23 when I do searches by various names and entities</p> <p>24 and a lot of times those names and entities switch</p> <p>25 or they're different, and so I'll find it -- you</p>
<p>Page 11</p> <p>1 Q Okay.</p> <p>2 A Just to talk about different things.</p> <p>3 Q And did you take any notes during those</p> <p>4 prep sessions?</p> <p>5 A Not necessarily. I didn't really -- I</p> <p>6 didn't really -- I don't have any notes -- I mean,</p> <p>7 I remembered he said to go look up certain things,</p> <p>8 and so I did, and I got things together, but I</p> <p>9 didn't really take notes to, like, follow during</p> <p>10 the deposition.</p> <p>11 Q Got it.</p> <p>12 I just saw you pick up a piece of</p> <p>13 paper and put it in front of you. What was that?</p> <p>14 A Yeah. That was this (indicating).</p> <p>15 Q Got it. Okay.</p> <p>16 A In case you say a question and I want to</p> <p>17 make sure I have it, I was going to jot a little</p> <p>18 note to make sure I answer correctly. Is that</p> <p>19 okay?</p> <p>20 Q Understood. You can take notes if you</p> <p>21 want.</p> <p>22 A Okay.</p> <p>23 Q Did you review any prior deposition</p> <p>24 testimony from this case before today?</p> <p>25 A No. I haven't seen any.</p>	<p>Page 13</p> <p>1 know, somebody might go by Ashley. Then they go</p> <p>2 be something else. Then they go by, you know,</p> <p>3 Rob. But his name's not Rob. You know, so then</p> <p>4 I -- I try to find little things by different</p> <p>5 people, and then I'll print those up.</p> <p>6 MR. HESKIN: Yeah. And then,</p> <p>7 Richard, just so you know, we're trying to</p> <p>8 get his text messages. We've produced</p> <p>9 what we can already, but we're still in</p> <p>10 the process of being able to get that in</p> <p>11 producible form. So --</p> <p>12 MR. CIPOLLA: Understood. Thanks</p> <p>13 for the clarification, Shane.</p> <p>14 MR. HESKIN: Yup.</p> <p>15 BY MR. CIPOLLA:</p> <p>16 Q So what is your role in this case,</p> <p>17 Dr. Clinton?</p> <p>18 A My role is I was, I guess, a plaintiff</p> <p>19 that had a situation where I thought that I was</p> <p>20 unjustly -- in an awkward position where I was</p> <p>21 having a lot of money taken, and I filed a case</p> <p>22 against them.</p> <p>23 Q Are you a class representative?</p> <p>24 A Yes, sir.</p> <p>25 Q Who is Charles Lunden?</p>

<p>Page 14</p> <p>1 A Charles Lunden?</p> <p>2 Q Yup.</p> <p>3 A I'm not sure all the names of everybody.</p> <p>4 Q L-u-n-d-e-n. Have you heard that name</p> <p>5 before?</p> <p>6 A I've heard a lot of names before, so I</p> <p>7 don't recall everybody's name, to be honest with</p> <p>8 you. I hardly -- I barely remembered Shane's</p> <p>9 name, and I talked to him a million times.</p> <p>10 Q Do you have any memory issues?</p> <p>11 A No. Not yet. Not that I'm aware of.</p> <p>12 Q Okay. Who is David Almeida?</p> <p>13 A I do not know.</p> <p>14 Q Okay. Who is James Bilsborrow?</p> <p>15 A I do not -- I'm not sure.</p> <p>16 Q Okay. Who is Alex Corey?</p> <p>17 A I'm not sure.</p> <p>18 Q Have you read the amended complaint in</p> <p>19 this matter?</p> <p>20 A Yeah. I've -- I've read all the</p> <p>21 documents.</p> <p>22 Q Okay. When do you recall reading the</p> <p>23 amended complaint?</p> <p>24 A When they first -- when they were coming</p> <p>25 out.</p>	<p>Page 16</p> <p>1 Q Can you -- you said "all the documents."</p> <p>2 Can you list the documents you can recall reading?</p> <p>3 A I cannot list the documents.</p> <p>4 Q Okay.</p> <p>5 A There are various filings. There are</p> <p>6 various opinions. Different orders. There was</p> <p>7 things about Shane Heskin, things about me --</p> <p>8 Q Okay. Do you recall -- even if you can't</p> <p>9 list --</p> <p>10 A -- things he wanted to produce.</p> <p>11 Q Sure.</p> <p>12 If you can't list all of them, can you</p> <p>13 recall any of them?</p> <p>14 A I just recalled some to you.</p> <p>15 Q Those ones?</p> <p>16 A Yes.</p> <p>17 Q Any others?</p> <p>18 A No. I mean, there were things from -- you</p> <p>19 know, all about Heskin. There were things about</p> <p>20 me. There were things about the case in general</p> <p>21 when it was filed, the opinion of the judge.</p> <p>22 There's a lot of various small documents. Some</p> <p>23 are larger.</p> <p>24 Q So a few seconds ago, you said the suit</p> <p>25 was filed sometime in February or March; correct?</p>
<p>Page 15</p> <p>1 Q Okay. And do you recall roughly when the</p> <p>2 suit was filed?</p> <p>3 A I don't know. It's been several months.</p> <p>4 I'm thinking it was in March, but, you know, I</p> <p>5 could be wrong on the dates. Everything kind of</p> <p>6 happened really quickly in March.</p> <p>7 Q So when you say you read "all of the</p> <p>8 documents," what do you mean by that?</p> <p>9 A I read through them all. I opened them up</p> <p>10 on my computer, and I read through them.</p> <p>11 Q Okay. So you read all the documents</p> <p>12 counsel has sent you; correct?</p> <p>13 A Correct.</p> <p>14 Q And you confirmed he sent you every file</p> <p>15 in this case?</p> <p>16 A I don't know if every file. He sent me</p> <p>17 all the things that he filed before he filed them.</p> <p>18 He said, "We're going to file this. Does it look</p> <p>19 good to you?" And I read through things, and I</p> <p>20 didn't see anything that stuck out as something I</p> <p>21 wouldn't know.</p> <p>22 Q Yeah. So what -- can you list the</p> <p>23 documents you have when you say "all the</p> <p>24 documents"?</p> <p>25 A What did you say? Excuse me.</p>	<p>Page 17</p> <p>1 A I -- well, because I'm thinking it was in</p> <p>2 March because that's when everything started</p> <p>3 happening. It might have been after that. You</p> <p>4 know, things seemed to take a while.</p> <p>5 Q Why did you decide to file the suit?</p> <p>6 A I was advised that it probably wouldn't</p> <p>7 stop unless I did.</p> <p>8 Q Okay. Did anyone force you to file this</p> <p>9 lawsuit?</p> <p>10 A Nobody forced me.</p> <p>11 MR. CIPOLLA: Can we pull up</p> <p>12 document HAY-2606, James?</p> <p>13 James, did you hear me?</p> <p>14 THE VIDEOGRAPHER: Oh, yes,</p> <p>15 Counsel. Sorry. 2606?</p> <p>16 MR. CIPOLLA: Correct.</p> <p>17 THE VIDEOGRAPHER: Okay. I'm not</p> <p>18 finding that.</p> <p>19 BY MR. CIPOLLA:</p> <p>20 Q So you were advised to file, but it wasn't</p> <p>21 your idea to file?</p> <p>22 A Well, I didn't know how to make things</p> <p>23 stop, and so I didn't know what to do because I</p> <p>24 was getting over-debited and it didn't seem like</p> <p>25 people were being reasonable.</p>

<p>Page 22</p> <p>1 supposed to be allowed where we could reopen the</p> <p>2 portal prior to it being terminated, GoFund and</p> <p>3 Alpha Recovery Partners did not inform the vendor</p> <p>4 that we could do that. So we gave them the</p> <p>5 letter -- the opinion from the judge, and it was</p> <p>6 like, "We have to have it from Alpha Recovery or</p> <p>7 GoFund," and they refused to give it till the</p> <p>8 portal was closed, so we could not file any of</p> <p>9 those 8,000 claims and close.</p> <p>10 And that was about 9 million-plus of</p> <p>11 patient recovery, and we get about 17 percent of</p> <p>12 that. So it's -- you know, it's pretty</p> <p>13 substantial. About 1.5, \$2 million, and three</p> <p>14 times that is what I think the Court may allow,</p> <p>15 but I don't know the exact details.</p> <p>16 Q Understood.</p> <p>17 Do you understand that you claim</p> <p>18 individual RICO damages of up to 14 million?</p> <p>19 A Yes, sir.</p> <p>20 Q Or approximately 14 million?</p> <p>21 A Yeah, I don't know what the exact numbers</p> <p>22 are because I'm not an attorney and I don't know</p> <p>23 what the Court allows.</p> <p>24 Q How many years would it take Haymount to</p> <p>25 earn 14 million in profit?</p>	<p>Page 24</p> <p>1 A It was not very much. It was small</p> <p>2 profits or break even. It might be a slight loss.</p> <p>3 Q Okay. So it would take a long time to</p> <p>4 earn 14 million in profit for Haymount, if ever?</p> <p>5 A Theoretically, yes.</p> <p>6 Q And you understand you'd be entitled to</p> <p>7 pursue that \$14 million individually and are not</p> <p>8 required to bringing a class action to pursue</p> <p>9 that; correct?</p> <p>10 A Correct.</p> <p>11 MR. CIPOLLA: Okay. James, now I</p> <p>12 think 2602 -- 2606 should be up. If you</p> <p>13 could bring that up.</p> <p>14 (Clinton Exhibit 1 marked.)</p> <p>15 BY MR. CIPOLLA:</p> <p>16 Q Okay. You were correct, Dr. Clinton.</p> <p>17 World Global Fund.</p> <p>18 A Correct.</p> <p>19 Q So who is World Global Fund?</p> <p>20 A World Global Fund is another MCA.</p> <p>21 Q Okay. Do you know what the terms of that</p> <p>22 MCA were?</p> <p>23 A Basic terms?</p> <p>24 Q Yeah.</p> <p>25 A I recall some of the basic terms.</p>
<p>Page 23</p> <p>1 A In profit or in gross revenues?</p> <p>2 Q In profit.</p> <p>3 A Well, it depends on how many MCAs we take.</p> <p>4 Q What do you mean by that?</p> <p>5 A We might not make any profit if we have</p> <p>6 MCAs, because they might keep taking it out after</p> <p>7 they're paid. So I really -- it would be -- I</p> <p>8 can't really -- you know, I don't want to guess at</p> <p>9 how long it would take to make that.</p> <p>10 Q How many MCAs are you still paying off</p> <p>11 right now?</p> <p>12 A There are several. They've all halted or</p> <p>13 gone down to about 50 to \$100 per day.</p> <p>14 Q Do you know what the aggregate amount you</p> <p>15 owe to those outstanding MCA agreements are?</p> <p>16 A I do not. I can give an estimate, if you</p> <p>17 like.</p> <p>18 Q When was the first MCA that Haymount</p> <p>19 entered into?</p> <p>20 A I believe in 2018 I may have taken a small</p> <p>21 one.</p> <p>22 Q Was Haymount open before that?</p> <p>23 A Yes, it was.</p> <p>24 Q Okay. And what was the profit for</p> <p>25 Haymount before entering its first MCA?</p>	<p>Page 25</p> <p>1 Q Okay. Can you describe them to me?</p> <p>2 A Yeah. It was a million dollars, and they</p> <p>3 said they were going to do three, something like</p> <p>4 that, with a payback. We ended up not doing any</p> <p>5 of the terms that it had there.</p> <p>6 Q What do you mean, "the terms that it had</p> <p>7 there"?</p> <p>8 A You can probably -- they didn't fund the</p> <p>9 full amount.</p> <p>10 Q Okay. All right. And are you familiar</p> <p>11 with this email thread?</p> <p>12 A Well, yeah. I wrote it.</p> <p>13 Q Okay. And who is "Josh Funding"?</p> <p>14 A Josh is -- they all use different names.</p> <p>15 I mean, it's -- you don't know who anybody is. I</p> <p>16 found out his name is Shia, but he goes by "Josh."</p> <p>17 So we don't know. This whole industry is filled</p> <p>18 with people that go by other names.</p> <p>19 Q Okay. And who is "Henry White"?</p> <p>20 A He is a broker.</p> <p>21 Q Okay. And --</p> <p>22 A I believe that's his real name.</p> <p>23 Q And who is "David Gold"?</p> <p>24 A David Gold is another MCA type of person,</p> <p>25 and I'm not sure how they're all related.</p>

<p>Page 26</p> <p>1 Q Okay. Did Henry White broker the deal 2 for -- with World Global Fund? 3 A Yes, sir. 4 Q Have you ever spoken to these individuals 5 on the phone? 6 A Yes. 7 Q And on text? 8 A Yes. 9 Q Okay. Why did -- do you see -- scratch 10 that. 11 Do you see here this paragraph that 12 says: "I am not here to discuss this loan or the 13 collateral you took"? 14 A Yes, I do. 15 Q Can you read that paragraph for me 16 quickly? 17 A Yes. "I am not here to discuss this loan 18 or the collateral" -- 19 Q You don't have to read it out loud. I 20 just want you to familiarize yourself with it. 21 A Oh, I'm very familiar with it because I 22 wrote it. 23 Q Okay. Why did -- 24 A I wanted to show them that they -- sorry. 25 Q Understood.</p>	<p>Page 28</p> <p>1 Braun. 2 Q But do you know if John Braun's being sued 3 in this lawsuit? 4 A He's not named. 5 Q So you don't know the names of the other 6 defendants, but you do know John Braun's not being 7 sued? 8 A Well, I know some of -- I didn't say I 9 didn't know the names of the other defendants. 10 You never -- I don't believe you asked the names 11 of the other defendants. You asked several random 12 names that may or may not be attorneys in the 13 case, but I don't think they were defendants. 14 Q Okay. 15 A Am I correct or -- 16 Q I'm not sure. 17 A Okay. 18 MR. HESKIN: Well, I -- you asked 19 him what the defendants were, and he 20 named -- listed the plaintiffs. So I 21 think he misunderstood the question. 22 THE WITNESS: Oh, sorry. Sorry. 23 Do you want me to list them, then, since 24 I -- 25</p>
<p>Page 27</p> <p>1 Why did Global Fund demand you sue 2 GoFund? 3 A Why did -- why did they demand it? 4 Q Yeah. 5 A Or suggest it? 6 Q Do you see the words -- you say: "After 7 you" -- 8 A Yeah. 9 Q -- "and David demanding we sue GoFund." 10 A Correct. Yeah, they -- they said that it 11 won't stop. They said everybody's afraid of John 12 Braun and fearful for their families, and they -- 13 a group of people came and asked -- and demanded 14 that I sue. They said because of experiences 15 people have had in the community with him. 16 Q Is this lawsuit against John Braun? 17 A Well, he's kind of the brains behind the 18 group. But I never knew if I spoke to him 19 personally or not because they all use different 20 names. Sometimes I'd talk about John Braun to a 21 person going by Michael Wilson, and he'd respond 22 in the first person. So I'd never know who it was 23 really. 24 Q So you've spoken to John Braun? 25 A I have no idea if I've spoken to John</p>	<p>Page 29</p> <p>1 BY MR. CIPOLLA: 2 Q No, no, that's okay. 3 A -- got them confused? 4 Q That's okay. 5 MR. HESKIN: No. I mean, listen, 6 if -- you know, he clearly misunderstood 7 the question. And you asked him who the 8 defendants were, and he listed the 9 plaintiffs. 10 THE WITNESS: Yeah. Sorry. 11 BY MR. CIPOLLA: 12 Q Sure. Do you want to list the defendants 13 now? 14 A Yeah. The defendants would have been 15 GoFund; Funding 123; Merchant Capital; Josef 16 Brezel; Isaac Wolf, whatever his -- Yitzchok or 17 whatever. I think Kroen is another, I believe. 18 Q Yup. 19 A I don't recall if there's anybody else. 20 Q Okay. 21 A Those are the ones on the top of my mind. 22 Q So other than GoFund, did Josh and David 23 referenced in the email demand you name any other 24 defendants? 25 A GoFund was the one that they were mainly</p>

<p>1 after, but they had said that they're all related, 2 like Merchant Capital, Funding 123, GoFund. 3 Because there was an issue -- one of the main 4 problems I had was I got really upset with Go- -- 5 with World Global because Michael Wilson, who 6 represents GoFund, told me one day, "Hey, they're 7 going to double-debit you. World Global is going 8 to double-debit you. They're dirt bags." 9 And so I'm like, "They're not going to 10 double-debit me." Next thing I know, that same 11 day, they double-debit me. 12 I get ahold of GoF- -- them, and 13 they're like, "No, that is not us. That is them 14 trying to make it look like us. They changed the 15 name of the ACH. Get ahold of your bank." 16 So I got ahold of the bank, and 17 they're like, "Well, we can't tell you exactly 18 who, but it looks like possibly two different 19 groups, but we can't disclose that unless we had," 20 you know -- I don't know -- something from 21 official. 22 So somebody was putting in another 23 debit the exact same as them with putting the same 24 name on the ACH and made it look as if they did a 25 double-debit, but it was going to two different</p>	<p>Page 30</p>	<p>1 A They were worried that there would be no 2 money left for anybody else to collect and that it 3 wouldn't stop with the over-debiting and changing 4 names and things, and that they said that they 5 don't stop just with you asking them to stop. 6 Q Okay. Did World Global Fund stop just 7 because you asked them to stop? 8 A No. I'm not saying that they're good 9 people either or that they won't have the same 10 sort of situation a few months down the road. 11 Q Do they know that? 12 A I believe they know that there could be 13 some issues. There's -- there's clear reason for 14 me to believe that this was a loan and not an MCA. 15 We even said it was a loan with collateral, and 16 they took a watch as collateral. So I don't see 17 how -- more obvious it could get. 18 Q It says here they "wired funds to Shane 19 Heskin" to bring the suit. Do you see that? 20 A Okay. Yes. 21 Q Okay. Do you know if they wired more 22 funds since then? 23 A They have not. And they added that to my 24 bill with them. 25 Q How often do you discuss this case with</p>	<p>Page 32</p>
<p>1 entities, and I haven't gotten to the bottom of 2 that. That's more of a criminal case, I believe. 3 Q Got it. 4 A And that's when they said, "You got to 5 absolutely sue them because this won't stop." 6 Q They demanded you sue them, in fact. 7 A They suggested emphatically, yes. 8 Q But here you agree it says -- 9 A I would consider it demand, yeah. 10 Q Do you recall when they made that demand? 11 Was that over the phone? 12 A Yes, over the phone. 13 Q Do you recall when that was, roughly? 14 A I don't recall the dates, no. It was 15 prior to being -- 16 Q What else do you recall about that 17 conversation? 18 A That they -- they recommended an attorney. 19 Q Did they recommend Shane in particular? 20 A First they had somebody else, and the next 21 day they had Shane. They recommended two 22 different people. 23 Q Who initiated that phone call? 24 A They -- they did. They called me. 25 Q But what was the reason they called you?</p>	<p>Page 31</p>	<p>1 David and Josh? 2 A I don't discuss the case with them. 3 Josh is -- 4 Q Do you know how much they wired? 5 A I think \$10,000. 6 Q So do you see here where it says "I'm 7 trying to keep the business going after you and 8 David demanded we sue" -- 9 A Right. 10 Q -- "demanding we sue"? 11 A Yes. 12 Q Before the lawsuit, GoFund did not declare 13 a default on you; correct? 14 A Correct. 15 Q Is it fair to say you sound upset by the 16 complications the lawsuit created? 17 A I would say it's -- I was upset with the 18 UCC lien, and that's what caused the problems, and 19 that's what caused the lawsuit. 20 Q The UCC liens caused the lawsuit? 21 A Well, they didn't help anything. 22 Q Do you know when the UCC liens went out? 23 A They were in February. I -- 24 Q Sorry. I didn't -- 25 A I -- UCC liens were February. I believe</p>	<p>Page 33</p>

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<p>1 A Yes, sir.</p> <p>2 Q Do you know what the basis of the fraud</p> <p>3 claim is?</p> <p>4 A Again, I'd have to defer to my attorney on</p> <p>5 that. I explained how they would use different</p> <p>6 names, entities would put them on -- on a contract</p> <p>7 but would fund a different amount, and things like</p> <p>8 that.</p> <p>9 Q Yeah. Mr. Heskin has a lot of experience</p> <p>10 in the industry; right?</p> <p>11 A Correct, it's my understanding.</p> <p>12 Q You trust him in this case?</p> <p>13 A I do.</p> <p>14 Q You'd defer to his advice?</p> <p>15 A Yes, sir.</p> <p>16 Q Do you understand there's a breach of</p> <p>17 contract claim in this case?</p> <p>18 A Yes, sir.</p> <p>19 Q Okay. Do you know the basis for that</p> <p>20 breach of contract claim is?</p> <p>21 A It's my understanding that it was where</p> <p>22 they would say they're going to fund a certain</p> <p>23 dollar amount and then they would fund a portion</p> <p>24 of that at the end.</p> <p>25 Q Do you understand there's a claim on the</p>	<p>1 Q Is the RICO claim brought on a class</p> <p>2 basis?</p> <p>3 A And RICO. I believe so.</p> <p>4 Q Say it again?</p> <p>5 A Yeah, RICO.</p> <p>6 Q What about the fraud claim?</p> <p>7 A Fraud, yes, I believe so. Again, the</p> <p>8 terms -- they escape me, but I just know the facts</p> <p>9 of how I was involved.</p> <p>10 Q Do you know what a class action is?</p> <p>11 A Yes. It is my understanding it's a group</p> <p>12 of -- that it represents an entire entity of</p> <p>13 people or a group of people that are similarly</p> <p>14 affected.</p> <p>15 Q Okay. And did Josh at World Global</p> <p>16 Funding recommend to pursue this on a class action</p> <p>17 basis?</p> <p>18 A He never mentioned anything about anything</p> <p>19 like that. They just said to get ahold of Shane.</p> <p>20 Q Okay. Was it your idea to bring this on a</p> <p>21 class basis?</p> <p>22 A I just talked about it and I said, you</p> <p>23 know, I think it's a huge problem and that people</p> <p>24 should be able to -- they should be held</p> <p>25 accountable. And then dealing with -- discussing</p>
Page 47	Page 49
<p>1 42 -- the US Code Section 1983 in this case?</p> <p>2 A I don't -- I can't say that I know exactly</p> <p>3 what all those terms mean.</p> <p>4 Q Okay. Do you know that there's a claim in</p> <p>5 this case regarding the Connecticut prejudgment</p> <p>6 remedy statute?</p> <p>7 A I -- I do, and that -- I don't believe</p> <p>8 that involves me. That involves the other person.</p> <p>9 Q So you haven't concerned yourself with</p> <p>10 that part of the case?</p> <p>11 A No, not necessarily. I don't believe it</p> <p>12 affects me.</p> <p>13 Q So we just discussed the RICO claims, the</p> <p>14 declaratory relief claim, the fraud claim, the</p> <p>15 breach of contract claim, and the Section 1983</p> <p>16 case claim; correct?</p> <p>17 A That's my understanding, yes, sir.</p> <p>18 Q Okay. Do you know which of those claims</p> <p>19 are brought on a class basis?</p> <p>20 A I believe I do not speak to two of them.</p> <p>21 One part of it, I have to do -- I have to deal</p> <p>22 with on the class, and the other gentleman is the</p> <p>23 other two sections of that. I'm more with the --</p> <p>24 like, the breach of contract and the -- that sort</p> <p>25 of a thing.</p>	<p>1 with Shane, he recommended that after we talked</p> <p>2 about it for quite some time.</p> <p>3 Q And Shane represents you on matters beyond</p> <p>4 just this specific case; right?</p> <p>5 A Like what sort of things would that</p> <p>6 entail?</p> <p>7 Q He's CC'd on emails with, you know --</p> <p>8 A Yeah. I've CC'd him --</p> <p>9 Q -- base funding; right?</p> <p>10 A Yeah. I've CC'd him on emails in regards</p> <p>11 to the MCA industry.</p> <p>12 Q With regard to the industry. Okay.</p> <p>13 And, again, that's because you trust</p> <p>14 him?</p> <p>15 A I trust him, yes, sir.</p> <p>16 Q Is he compensated separately for the --</p> <p>17 that work?</p> <p>18 A I'm not sure how I would -- how it's</p> <p>19 factored. I know he puts his time in, and I'm</p> <p>20 billed.</p> <p>21 Q So you pay a bill to him?</p> <p>22 A I get billed by him, but I still have to</p> <p>23 pay my large bill. It's -- I make payments when I</p> <p>24 can.</p> <p>25 Q Do you know what happens to that bill if</p>

<p>Page 50</p> <p>1 you lose this case?</p> <p>2 A I am responsible for it.</p> <p>3 Q How often do you communicate with Shane</p> <p>4 about this case?</p> <p>5 A I'd say probably four to five times a</p> <p>6 week.</p> <p>7 Q Are those by phone or email?</p> <p>8 A Typically phone.</p> <p>9 Q And who attends those calls?</p> <p>10 A The two of us.</p> <p>11 Q Do you know if a motion to dismiss was</p> <p>12 filed in this case?</p> <p>13 A I believe that you filed a motion to</p> <p>14 dismiss -- or not --</p> <p>15 Q Do you know --</p> <p>16 A -- necessarily you, but counsel that was</p> <p>17 prior to you; is that -- is that correct? Because</p> <p>18 I don't think you were --</p> <p>19 Q Yes, counsel prior to us filed a motion to</p> <p>20 dismiss.</p> <p>21 A Right.</p> <p>22 Q Do you know if the motion to certify the</p> <p>23 class was filed in this case?</p> <p>24 A I believe so.</p> <p>25 Q Did you review a draft of that motion</p>	<p>Page 52</p> <p>1 Q Okay. Do you understand what the duties</p> <p>2 of a class representative are?</p> <p>3 A My understanding is to be a representative</p> <p>4 for the class.</p> <p>5 Q And what does that mean?</p> <p>6 A Just to understand some of the basics of</p> <p>7 the class and to speak up on behalf of the class.</p> <p>8 Q Okay. And do you understand that also</p> <p>9 entails monitoring the costs of pursuing a case?</p> <p>10 A Yes, and -- yeah. I believe that it's --</p> <p>11 I'm not sure how it's worked out, but I don't know</p> <p>12 if the class is -- it's considered different than</p> <p>13 my part of that case.</p> <p>14 Q Okay. So you said yes, you understood --</p> <p>15 you have a duty to monitor costs; right?</p> <p>16 A Well, I understand, to the best of my</p> <p>17 ability.</p> <p>18 Q Okay. But you aren't monitoring costs</p> <p>19 that closely?</p> <p>20 A Well, I do get an invoice from them, which</p> <p>21 I look at.</p> <p>22 Q Do you know if any settlement offers were</p> <p>23 made in this case?</p> <p>24 A I believe there was a walkaway settlement</p> <p>25 offer after all the damage was done, which made it</p>
<p>Page 51</p> <p>1 before it was filed --</p> <p>2 A I reviewed -- yeah. I reviewed lots of</p> <p>3 drafts.</p> <p>4 Q But you don't remember which specific</p> <p>5 drafts?</p> <p>6 A Well, I don't know that I've been through</p> <p>7 law school to know what exactly I was reading, but</p> <p>8 I didn't see anything that stuck out that was --</p> <p>9 that was wrong as far as what I knew.</p> <p>10 Q Earlier you said Shane was billing you for</p> <p>11 this case; correct?</p> <p>12 A Yes, sir.</p> <p>13 Q Does that mean you're also being billed</p> <p>14 for the costs in this case?</p> <p>15 A The costs?</p> <p>16 Q The filing fees. You know, anything --</p> <p>17 expert fees, anything that isn't Shane's, you</p> <p>18 know, billable hour.</p> <p>19 A I have not looked really closely at the</p> <p>20 invoice. I'm sure it's whatever's standard.</p> <p>21 Q So you're not checking what the costs are</p> <p>22 in this case?</p> <p>23 A They send me an invoice every month, and</p> <p>24 I -- or weekly, I believe, and I glance at it and</p> <p>25 I pray about it and I just keep working.</p>	<p>Page 53</p> <p>1 a little bit hard to take. So it was not</p> <p>2 accepted.</p> <p>3 Q Okay. So do you know roughly how many MCA</p> <p>4 agreements you had active in around February 2022?</p> <p>5 A Possibly ten. I'm not sure exactly.</p> <p>6 Maybe eight to ten.</p> <p>7 Q And do you know roughly how many of them</p> <p>8 involved entities that are not defendants in this</p> <p>9 case?</p> <p>10 A Maybe five to six.</p> <p>11 Q Okay. And did they all know about each</p> <p>12 other's MCA agreements?</p> <p>13 A They pretty much knew -- everybody knew</p> <p>14 that there were other MCAs.</p> <p>15 Q Okay. Do you know if they knew about all</p> <p>16 the other MCAs?</p> <p>17 A I don't know if they knew about all of</p> <p>18 them. They knew about the majority of them. They</p> <p>19 all had access --</p> <p>20 Q Did they not --</p> <p>21 A They all had the bank records and they</p> <p>22 went through them and they knew about them,</p> <p>23 because they talked about them.</p> <p>24 Q Did you use -- scratch that.</p> <p>25 Did you open up bank accounts around</p>

<p>1 December to February -- December 2021 to 2 February 2022 to receive MCA funds? 3 A Yes, sir. 4 Q And so were you using that to hide MCA 5 funds from other MCA entities? 6 A Well, I did it as -- at their request by 7 the Merchant Capital and GoFund people, and 8 they -- also so that when they debited they 9 wouldn't take out from the other groups. 10 Q Did any other MCA entity ask you to open 11 up bank accounts? 12 A Yeah. They've all said that they'd rather 13 not have it with the other MCA. 14 Q Okay. 15 A Because they don't want to be -- their 16 money to be taken. 17 Q Okay. So how many bank accounts were you 18 managing in February 2022 between yourself and 19 Haymount? 20 A I believe there's four to five. 21 Q Four to five? 22 A Yeah. 23 Q And were most of those -- scratch that. 24 How many of those MCA agreements were 25 daily debits?</p>	<p>Page 54</p>	<p>1 treating my patients, to be honest with you, this 2 whole time. That's when the omicron surge 3 happened, and so we were seeing up to 4 2,000 patients a day, and we had 175 employees. 5 So I was, to be honest with you, concerned with 6 meeting the needs of our community with testing, 7 and we had an infusion center for monoclonal 8 antibodies. We're the only place around here 9 with, you know, 300,000 patients that potentially 10 come to us. 11 So I was doing that, and I was hoping 12 that we'd get the funding in from these insurance 13 companies to cover everything. So they would take 14 their debits out of each account daily, and I 15 would have to move money around if it wasn't going 16 to make it. But I was mainly concerned with 17 taking care of my patients during that time. 18 Q Do you consider administering a COVID test 19 a treatment? 20 A Administering a COVID test is not a 21 treatment. It's a test. 22 Q But you just said taking care of 23 patients -- 24 A Yes. They are patients. You have to talk 25 to each person. You have to find out if they need</p>	<p>Page 56</p>
<p>1 A Most of them, if not all of them. I think 2 they're all daily debits at the time. 3 MR. CIPOLLA: I just -- I just saw 4 Shane disappear. I want to be sure he 5 didn't drop off. I want to make sure your 6 counsel is still listening. 7 Can someone tell me, is he still on 8 the Zoom, just muted? 9 THE VIDEOGRAPHER: Yes, he's still 10 on the Zoom. 11 MR. CIPOLLA: Okay. 12 BY MR. CIPOLLA: 13 Q How were you managing keeping track of 14 four to five different bank accounts, daily debits 15 from ten different MCA agreements -- 16 A Yeah, I think it was actually closer to 17 seven bank accounts when I got -- when I think 18 about it. 19 Q That's a lot of work to manage on a 20 day-to-day basis. 21 A It is. Certainly is, yes, sir. 22 Q How are you managing it? 23 A It was very difficult. 24 Q Walk me through a day of making payments. 25 A They would -- I was really concerned with</p>	<p>Page 55</p>	<p>1 a COVID test or if they need a flu test, if they 2 need a rapid strep test, if they need a chest 3 X-ray. You know, we're not just a lab that's just 4 seeing people without any thought process like you 5 see in New York. We're actually taking care of 6 our patients. We send them over to our clinic to 7 get chest X-rays, we do a flu swab if they need 8 it, and then we also have an infusion center. So 9 we would give monoclonal antibodies for people 10 that are positive that are at high risk and so 11 that they don't die. 12 Q So were you personally seeing 2,000 13 patients a day? 14 A No, I'm not seeing -- I can -- no one 15 person could ever see 2,000 patients a day. 16 Q Okay. 17 A We have a team of doctors, nurse 18 practitioners, and PAs that were all there. 19 Q And how many -- how many employees do you 20 have now? 21 A About 15. 22 Q 15. That's a substantial difference. 23 A Yeah, it is. 24 Q So were those employees hired on a temp 25 basis?</p>	<p>Page 57</p>

<p>Page 86</p> <p>1 A I do not know. I don't --</p> <p>2 Q Are you making payments under it?</p> <p>3 A I made a payment, yes. I believe that</p> <p>4 it's okay, but I don't know because I'm not an</p> <p>5 attorney.</p> <p>6 Q Shane advised you on that settlement;</p> <p>7 correct?</p> <p>8 A I believe I ran it by him and he said it</p> <p>9 sounds reasonable. It sounds like they're being</p> <p>10 reasonable.</p> <p>11 Q Do you have any reason to believe it's not</p> <p>12 valid and enforceable?</p> <p>13 A I do not.</p> <p>14 MR. CIPOLLA: James, can we do</p> <p>15 HAY-9757 now, which will be Exhibit 6, I</p> <p>16 believe?</p> <p>17 (Clinton Exhibit 6 marked.)</p> <p>18 BY MR. CIPOLLA:</p> <p>19 Q Okay. Do you recall this MCA agreement,</p> <p>20 Dr. Clinton?</p> <p>21 A Yes, I do. Yes, sir.</p> <p>22 Q And do you recall any negotiations about</p> <p>23 this?</p> <p>24 A Not a lot of the negotiations.</p> <p>25 Q What do you recall?</p>	<p>Page 88</p> <p>1 Q You would discuss those numbers before</p> <p>2 entering an agreement; correct?</p> <p>3 A Yeah. I would discuss how much we were</p> <p>4 going to get, but never -- nobody ever mentioned</p> <p>5 anything about the purchase percentage. Any of</p> <p>6 the MCAs never even mentioned it, even in</p> <p>7 discussions or funding calls. They always said,</p> <p>8 "This is how much it is. This is how much it is a</p> <p>9 day. This is your total payback." And that's the</p> <p>10 only terms that we had ever discussed.</p> <p>11 Q But you knew they were determining -- but</p> <p>12 you knew they had your bank information in order</p> <p>13 to be doing this; correct?</p> <p>14 A Oh, yeah. They had my bank information,</p> <p>15 correct.</p> <p>16 Q And, again, they knew you were going</p> <p>17 through an omicron surge; right?</p> <p>18 A Correct.</p> <p>19 Q Right. And you were discussing the impact</p> <p>20 of that on your business, or at least implying it?</p> <p>21 A Well, that's why I needed the money was</p> <p>22 because we had to pay for all the supplies up</p> <p>23 front. We had to pay for all the lab consumables</p> <p>24 and all the rapid tests and all those things that,</p> <p>25 you know, when you have your own business.</p>
<p>Page 87</p> <p>1 A That it was the Isaacov brothers. It was</p> <p>2 a couple of them. And I just don't remember -- I</p> <p>3 don't recall the whole terms of it.</p> <p>4 Q Did you explain what you were going to use</p> <p>5 the money for?</p> <p>6 A Yeah. They knew -- at that point, I</p> <p>7 guess, people all knew around the community that</p> <p>8 we were using the money on omicron testing.</p> <p>9 Q And they knew a surge was happening?</p> <p>10 A Well, they knew the surge was happening,</p> <p>11 correct. It was all over New York City at the</p> <p>12 time.</p> <p>13 Q Was North Carolina the same time, before,</p> <p>14 or behind --</p> <p>15 A It was pretty much the same. Maybe a week</p> <p>16 later, but it was pretty much around the same</p> <p>17 time.</p> <p>18 Q Okay. I'll scroll down.</p> <p>19 Do you recall the negotiation over</p> <p>20 these terms?</p> <p>21 A Yeah. Pretty much.</p> <p>22 Q Okay.</p> <p>23 A I recall it being -- I thought it was a</p> <p>24 little bit more than 500,000, to be honest with</p> <p>25 you.</p>	<p>Page 89</p> <p>1 Q When you say you needed it to pay for</p> <p>2 those --</p> <p>3 A Correct.</p> <p>4 Q -- you were also increasing the testing</p> <p>5 capacity; correct?</p> <p>6 A At this point, no. Not in Janu- -- middle</p> <p>7 of January. We were already at the peak.</p> <p>8 Q Okay. So what about the December one</p> <p>9 before then? You were increasing your capacity;</p> <p>10 correct?</p> <p>11 A Yes. That's when omicron was surging, so</p> <p>12 we needed to increase capacity because we were</p> <p>13 overflowing the waiting lines and the -- it was in</p> <p>14 front of a hospital, so we were blocking the</p> <p>15 entrance to the hospital and to a fire department.</p> <p>16 Q Did the fire department say you had to --</p> <p>17 A The fire department said we need more</p> <p>18 places -- yeah, they said because we can't --</p> <p>19 "You're going to block our trucks," so we had to</p> <p>20 hire police officers to try to divert traffic, and</p> <p>21 it was just a big nightmare, and there were no</p> <p>22 other facilities around to test. Nobody was</p> <p>23 really testing here. The hospital had stopped.</p> <p>24 The health department had stopped. They were</p> <p>25 randomly doing it at a couple churches</p>

<p>Page 90</p> <p>1 occasionally, like, twice a month. It was really 2 pathetic here. So nobody could get testing done. 3 Q Did those sites also have overflow as 4 well? 5 A No. They weren't -- yeah, when they 6 opened, they would. They would have problems. 7 There was one that opened in a random neighborhood 8 and they got shut down because they were blocking 9 all the streets in the neighborhood. 10 We're in an underserved area. So it's 11 right outside of Fort Bragg, and it's very 12 underserved, and there's one hospital group that 13 tends to not really meet the needs of the 14 community as much as they probably could, and so 15 we were -- we were trying to do that. 16 MR. CIPOLLA: Okay. Can we close 17 this exhibit for now? 18 BY MR. CIPOLLA: 19 Q So earlier do you remember we were 20 discussing the duties of a class representative? 21 A Yes, sir. 22 Q Okay. Do you know what the requirements 23 are to bring a class action -- to certify a class? 24 A I don't know all the requirements, no. 25 You know, I had a lot of documents that were sent</p>	<p>Page 92</p> <p>1 ever taken any law classes. My brother's a trial 2 lawyer, but I'm not. And so he doesn't practice 3 medicine; I don't practice law, and we try to keep 4 it that way. But I should understand more than I 5 do. 6 Q Do you know the difference between a class 7 action and an individual action? 8 A Well, a class action involves more people. 9 Individual is just me. 10 Q And so why did you bring this as a class 11 action instead of an individual action? 12 A Well, we talked about it for a while. We 13 thought maybe I could bring it as an individual. 14 But it seemed like there were more people that are 15 being affected that don't have a voice, and we 16 thought this might be an opportunity to lend that 17 voice. 18 Q Why don't they have a voice? 19 A Because -- oftentimes it's because they 20 don't have financial resources to stand up and to 21 try to do that, or they're intimidated or 22 threatened and -- 23 Q How -- how much -- how much is your 24 individual claim worth again? 25 A I don't know the entire damages, because</p>
<p>Page 91</p> <p>1 to me and -- over the weekend to Monday, 2 Mr. Heskin sent me several documents, and I 3 briefly reviewed those over break, and I noticed 4 that that's where Billingsly [sic] and Almeida 5 were the other attorneys. I had spoken several 6 times to Mr. Almeida; I just didn't recall his 7 name. But I do not know exactly what all the 8 requirements are. 9 Q When were those conversations with 10 Mr. Almeida? 11 A They were prior to that. The last few 12 weeks. 13 Q Last few weeks? 14 A Probably two weeks. 15 Q How -- how long were those conversations? 16 A Half hour to an hour. 17 Q Okay. So you said you don't know all the 18 requirements of class certification. Do you know 19 any requirements? 20 A No. Just whatever -- I just presented my 21 situation to Mr. Heskin, and the attorneys have to 22 write all that. I just -- trying to represent the 23 group as being the person affected and trying to 24 be a voice for the group. So I'm trying to stay 25 apprised of the situation. You know, I haven't</p>	<p>Page 93</p> <p>1 it's whatever the Court will allow. But I would 2 assume, you know, 15 to \$30 million, but I don't 3 know what it is. 4 Q That's a lot of money; right? 5 A It is. 6 Q Do you understand what bringing a case on 7 contingency means? 8 A I don't understand what you said. 9 Q Do you understand what bringing a case on 10 contingency means? 11 A I do. 12 I do know what that definition would 13 be, that on contingency is you get paid if you 14 win; is that correct? Contingent on me winning? 15 It's contingent on the outcome? 16 Q Do you understand that you can enter into 17 agreements with attorneys that pay them out of any 18 recovery from a case? 19 A Oh, yes. I have -- I see that on -- when 20 I'm watching Jerry Springer and they have the 21 ambulance chasers. They're typically on 22 contingency. Yeah. It's -- at a 40 percent, I 23 believe, something like that. That's my basic 24 understanding of that. 25 Q What's 40 percent of \$10 million?</p>

<p>Page 94</p> <p>1 A Of \$10 million?</p> <p>2 Q Yeah.</p> <p>3 A Well, in med school, it would be</p> <p>4 \$4 million. In -- I'm not sure what would be</p> <p>5 here.</p> <p>6 Q So a 40 percent contingency would be</p> <p>7 \$4 million. What about a 30 percent contingency?</p> <p>8 A It's \$3 million.</p> <p>9 Q \$3 million.</p> <p>10 A Yes, sir.</p> <p>11 Q Do you think a lawyer would want to bring</p> <p>12 this case and recover \$3 million?</p> <p>13 A I think a lawyer would, and -- but I did</p> <p>14 not do it on contingency. I mean, they're billing</p> <p>15 me hourly because I didn't want to feel like there</p> <p>16 was a financial incentive for them to bring in</p> <p>17 false charges or increase, you know, damages that</p> <p>18 aren't valid.</p> <p>19 Q So earlier, you know, a few amounts ago,</p> <p>20 you said that other class members might not have</p> <p>21 the financial resources to bring a case; right?</p> <p>22 A Correct.</p> <p>23 Q But they can bring a case on contingency;</p> <p>24 right? And pay their lawyers to cover it?</p> <p>25 A I'm sure they could. I'm sure they could,</p>	<p>Page 96</p> <p>1 don't know the exact way that they're separated.</p> <p>2 Q Are you aware that you have duties as a</p> <p>3 class representative?</p> <p>4 A Yes, sir.</p> <p>5 Q And do you know what those duties are?</p> <p>6 A To stay apprised of the situation, to</p> <p>7 understand the basics of things, and just to be,</p> <p>8 like, a representative for the class.</p> <p>9 Q And do you understand the Court will have</p> <p>10 to determine if you are a suitable class</p> <p>11 representative?</p> <p>12 A I understand that.</p> <p>13 Q What do you want as the outcome for this</p> <p>14 case?</p> <p>15 A The outcome? I would like other people</p> <p>16 not to be taken advantage of this way. I don't</p> <p>17 want people to be intimidated. I think that an</p> <p>18 agreement should be an agreement that's legal. I</p> <p>19 didn't understand all the laws prior to this. I</p> <p>20 didn't realize that there were caps on interest</p> <p>21 rates and things like that, and I would like to</p> <p>22 just recover my damages, whatever the Court will</p> <p>23 allow, and for it not -- people not to be treated</p> <p>24 like this in the future.</p> <p>25 MR. CIPOLLA: Has Dr. Clinton</p>
<p>Page 95</p> <p>1 yes.</p> <p>2 Q Okay.</p> <p>3 A And on an individual basis. And I don't</p> <p>4 know -- as far as being billed, I know I'm getting</p> <p>5 billed for my individual part of this, but the</p> <p>6 class is completely separate from my -- that part</p> <p>7 as far as the billing is concerned.</p> <p>8 Q And do you know whether the RICO -- if</p> <p>9 you're successful in the RICO claim, if that</p> <p>10 entitles you to recover attorneys' fees?</p> <p>11 A I do not know, but I would assume that it</p> <p>12 would.</p> <p>13 Q Okay. And that would also lower the</p> <p>14 financial burden to bring the suit; right? If the</p> <p>15 attorneys' fees are covered if you win?</p> <p>16 A Well, that seems to be the -- my</p> <p>17 understanding of that math.</p> <p>18 Q Okay. Do you know what the class</p> <p>19 definition is in this case?</p> <p>20 A I do not know the class definition. I</p> <p>21 believe it's people that are affected by MCAs, but</p> <p>22 I don't know verbatim what it is.</p> <p>23 Q Okay. Do you know if there's multiple</p> <p>24 classes in this lawsuit?</p> <p>25 A I know there's three different areas. I</p>	<p>Page 97</p> <p>1 suddenly gone softer for anyone else? Or</p> <p>2 is that just me?</p> <p>3 MR. HESKIN: It looks like there</p> <p>4 was a breakup in the video or the</p> <p>5 connection.</p> <p>6 THE WITNESS: Oh, really?</p> <p>7 MR. HESKIN: Yeah, now you're fine.</p> <p>8 It was just for a minute.</p> <p>9 MR. CIPOLLA: Okay. Yeah. Yeah.</p> <p>10 THE WITNESS: Oh, I wonder if</p> <p>11 there's a speaker on here. I must have --</p> <p>12 MR. CIPOLLA: You sound -- you</p> <p>13 sound fine now. We'll --</p> <p>14 THE WITNESS: I had a piece of</p> <p>15 paper over my keyboard. Sorry. I can't</p> <p>16 believe you said I was going soft. You</p> <p>17 sound like my wife.</p> <p>18 BY MR. CIPOLLA:</p> <p>19 Q Do you know of any conflict between you</p> <p>20 and the rest of the proposed class members?</p> <p>21 A I do not.</p> <p>22 Q Do you have any unsatisfied judgments or</p> <p>23 court orders pending against you?</p> <p>24 A Not that I'm aware of.</p> <p>25 Q Are you aware of any other currently</p>

<p>1 that."</p> <p>2 Q Do you have a written -- do your</p> <p>3 employment agreements at Haymount have a vacation</p> <p>4 built into it?</p> <p>5 A I don't know, to be honest with you. I</p> <p>6 think they may have vacation built into it.</p> <p>7 Q What about sick time? Is that built into</p> <p>8 it?</p> <p>9 A I think it's a PTO. It's a paid time off</p> <p>10 that they accrue each pay period.</p> <p>11 Q Do you recall if you've ever given an</p> <p>12 employee more vacation time than they're</p> <p>13 technically entitled to?</p> <p>14 A Oh, it happens very often. They just</p> <p>15 don't get paid when it's past the amount they're</p> <p>16 entitled to.</p> <p>17 Q Do you know if the contract permits them</p> <p>18 to take more time without pay?</p> <p>19 A Yeah. It does.</p> <p>20 Q But -- that contract does? You've read</p> <p>21 that contract?</p> <p>22 A Well, I don't know. I mean, I -- we have</p> <p>23 a -- Tanya takes care of those things. We have --</p> <p>24 Engage is a company like ADP, but they do all of</p> <p>25 the employment-type contracts. I just know the</p>	<p>Page 138</p> <p>1 of crypto?</p> <p>2 A I don't know how we'll see it, because I</p> <p>3 bought crypto here and there. I don't know the</p> <p>4 exact dates of everything.</p> <p>5 Q What do you mean, "here and there"?</p> <p>6 A I bought crypto -- I had it set up to buy</p> <p>7 a small amount daily. I would buy different bulk</p> <p>8 amounts daily, different times. So I don't know</p> <p>9 the exact timing of everything.</p> <p>10 Q You were buying up to \$5,000 a day of</p> <p>11 crypto; correct?</p> <p>12 A Only if we had revenues coming in.</p> <p>13 Q Okay. And -- but that's a small amount</p> <p>14 daily?</p> <p>15 A No. That's a larger amount daily.</p> <p>16 Q Do you still own that crypto?</p> <p>17 A No. We -- we had to sell it to try to pay</p> <p>18 our bills. Our revenues the last few months have</p> <p>19 been very low --</p> <p>20 Q When did you sell it?</p> <p>21 A I don't know. It's -- the last few</p> <p>22 months. July, we only brought in \$187,000. So</p> <p>23 we've sold it to stay in business.</p> <p>24 Q So you missed the peak, unfortunately, in</p> <p>25 January, huh?</p>
<p>1 basic terms.</p> <p>2 Q Do you see Section 2.4 here?</p> <p>3 A Yes.</p> <p>4 Q Can you read it for me?</p> <p>5 A "Use of Funds: Merchant agrees that it</p> <p>6 shall use the purchase price for business purposes</p> <p>7 and not for personal, family, or household</p> <p>8 purposes."</p> <p>9 Q Do you understand what this provision</p> <p>10 means?</p> <p>11 A I do.</p> <p>12 Q Okay. Did you have an understanding when</p> <p>13 you entered into the MCA agreements if you were</p> <p>14 allowed to use the MCA money for personal reasons?</p> <p>15 A I understood to use it for business</p> <p>16 reasons.</p> <p>17 Q Okay. Did you ever use MCA money for</p> <p>18 personal reasons?</p> <p>19 A I did not use MCA money.</p> <p>20 Q So you never bought crypto with MCA money?</p> <p>21 A I bought crypto, but not with MCA money.</p> <p>22 Q So if we look through your records, we're</p> <p>23 not going to find Day 1 you enter into a MCA</p> <p>24 agreement, Day 2 you transfer that money to your</p> <p>25 personal account, and then Day 3 you buy a bunch</p>	<p>Page 139</p> <p>1 A Oh, yeah. I was busy treating patients</p> <p>2 during that time.</p> <p>3 Q Do you know when the crypto market started</p> <p>4 to fall?</p> <p>5 A When it started to fall?</p> <p>6 Q Yeah.</p> <p>7 A No. During the Christmastime, I don't</p> <p>8 know. It was -- I think it peaked around</p> <p>9 November, possibly.</p> <p>10 Q You traded commodities in medical school;</p> <p>11 correct?</p> <p>12 A I traded some commodities a little bit in</p> <p>13 medical school.</p> <p>14 Q So --</p> <p>15 A As a hobby, like, on the side.</p> <p>16 Q How much were you trading in total?</p> <p>17 A Not a lot. You know, a couple thousand</p> <p>18 here and there.</p> <p>19 Q Did you take on debt to go to medical</p> <p>20 school?</p> <p>21 A I did. Not --</p> <p>22 Q It was a lot to you at the time.</p> <p>23 A What's that?</p> <p>24 Q That was a lot of money to you at the</p> <p>25 time, a couple thousand --</p>
<p>Page 140</p>	<p>Page 141</p>

<p>Page 162</p> <p>1 Q Why do you think that's his real name?</p> <p>2 A That's what people refer to him as,</p> <p>3 "Shia."</p> <p>4 Q What people?</p> <p>5 A Other people that he's friends with.</p> <p>6 Q Like who?</p> <p>7 A I don't know if it was Henry or David or</p> <p>8 one of them. They mentioned "Shia." Or it might</p> <p>9 have even been one of the other MCAs. I don't</p> <p>10 know if it was -- they talk about each other and</p> <p>11 said "Shia." I'm like, "I don't know Shia," and</p> <p>12 like, "Well, maybe Josh. Same guy."</p> <p>13 Q Okay.</p> <p>14 A So...</p> <p>15 Is Shane still there?</p> <p>16 MR. HESKIN: I'm still here. I</p> <p>17 just had my video off.</p> <p>18 THE WITNESS: Okay.</p> <p>19 MR. CIPOLLA: All right. I'll be</p> <p>20 sure to save all the tough questions for</p> <p>21 when we can't see him.</p> <p>22 BY MR. CIPOLLA:</p> <p>23 Q Do you see here where Josh says: "You</p> <p>24 agreed to pay the only person that saved your</p> <p>25 business from collapsing"?</p>	<p>Page 164</p> <p>1 conversations, but he seems to get really, really</p> <p>2 upset and animated.</p> <p>3 Q So you didn't represent to him that it was</p> <p>4 worth 500 to \$600 -- 500,000 to 600,000?</p> <p>5 A No. No.</p> <p>6 Q Okay.</p> <p>7 A That was his writing --</p> <p>8 Q Do you see -- do you see here where it</p> <p>9 says: "Shane wanted me to be transparent with you</p> <p>10 guys"?</p> <p>11 A Yeah, to tell him that money's tight and I</p> <p>12 can't afford things. That's being transparent,</p> <p>13 that -- to tell him, "I can't pay you right now,</p> <p>14 that I'm not getting the money in, so you need to,</p> <p>15 you know, take lesser payments."</p> <p>16 Q Did he need to give you that advice</p> <p>17 because otherwise you would have lied to them</p> <p>18 about what you were doing?</p> <p>19 A No. I think he just said, "Just be honest</p> <p>20 with them," because they want to help me out.</p> <p>21 That's what they said.</p> <p>22 MR. CIPOLLA: Okay. Can we pull up</p> <p>23 HAY-9770?</p> <p>24 THE WITNESS: I think the</p> <p>25 transparency also was talking about all of</p>
<p>Page 163</p> <p>1 A Oh, yeah. I totally remember that, and</p> <p>2 we've had some discussions, some candid, frank</p> <p>3 discussions about his lunacy and some of his</p> <p>4 reasoning skills.</p> <p>5 Q Tell me about those discussions.</p> <p>6 A Well, he seems to think since he told me</p> <p>7 about GoFund that they're going to destroy my</p> <p>8 business and it's going to collapse and they're</p> <p>9 never going to stop funding. He's like, "I saved</p> <p>10 you because they would have destroyed you, and you</p> <p>11 need to pay me first." And I'm like, "That's not</p> <p>12 the case. That's not -- I mean, you're still an</p> <p>13 MCA, and I still have to keep this business</p> <p>14 afloat." And he acts like I stabbed him in the</p> <p>15 back.</p> <p>16 And he thought that Richard Mille --</p> <p>17 he refers to the collateral. He thought it was</p> <p>18 5- to \$600,000 because he don't know watch values.</p> <p>19 He probably saw it on MTV or "Crisbs" or something</p> <p>20 like that and thought that it was some baller</p> <p>21 watch that the rappers wear, but it's not, that</p> <p>22 model.</p> <p>23 And -- I don't know. He just -- he</p> <p>24 kind of gets a little bit out of line mentally,</p> <p>25 but I'm not sure that I can diagnose him from</p>	<p>Page 165</p> <p>1 our other bills that were coming due.</p> <p>2 (Clinton Exhibit 11 marked.)</p> <p>3 BY MR. CIPOLLA:</p> <p>4 Q Okay. Do you recognize this document?</p> <p>5 A I do. I sent it to you.</p> <p>6 MR. CIPOLLA: Okay. What exhibit</p> <p>7 are we on now, James? Apologies.</p> <p>8 THE VIDEOGRAPHER: 11.</p> <p>9 MR. CIPOLLA: 11.</p> <p>10 BY MR. CIPOLLA:</p> <p>11 Q Is this the Richard Mille watch --</p> <p>12 A It is.</p> <p>13 Q -- he referenced in the email?</p> <p>14 A Yeah.</p> <p>15 Q And the total of this purchase from</p> <p>16 Christie's was 318,000; correct?</p> <p>17 A Correct.</p> <p>18 Q And do you see what the account address is</p> <p>19 for this invoice?</p> <p>20 A Yes.</p> <p>21 Q So who bought these watches?</p> <p>22 A Haymount bought the watches with hopes</p> <p>23 that they would increase in value, and that's why</p> <p>24 Haymount gave the watch as collateral on a loan.</p> <p>25 And then we would sell the watches at a profit,</p>

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<p>1 was the goal.</p> <p>2 Q When did RAC -- sorry. What's the name of</p> <p>3 that --</p> <p>4 A RAC Investment Services.</p> <p>5 Q Yeah. When did that --</p> <p>6 A That was --</p> <p>7 Q -- entity come into existence?</p> <p>8 A That was sometime in -- in the last few</p> <p>9 months.</p> <p>10 Q Okay.</p> <p>11 A It might have been December as well.</p> <p>12 Q So Haymount bought the watches, not RAC?</p> <p>13 A Yeah. So RAC Investment Services was --</p> <p>14 it's designed to -- to do watch trading business,</p> <p>15 but it wasn't in effect at the time yet. And</p> <p>16 that's why the money you'll see transfer from RAC</p> <p>17 Investment is to Haymount when they received any</p> <p>18 money when we did transfer --</p> <p>19 Q So --</p> <p>20 A -- watches.</p> <p>21 Q You -- you used Haymount's account to buy</p> <p>22 money for RAC -- or to buy these watches for RAC?</p> <p>23 A It was for RAC, and then later we decided</p> <p>24 we should do it under another entity for tax</p> <p>25 purposes, but we kept it with RAC, and RAC sent</p>	<p>1 and Haymount?</p> <p>2 A Yeah. My accountant keeps a ledger and</p> <p>3 has a -- it's like a line of credit agreement.</p> <p>4 Q But is there a written contract for the</p> <p>5 transfer of those watches?</p> <p>6 A It's -- there is a contract that he has.</p> <p>7 Do I need to find that?</p> <p>8 Q Well, who is that contract between?</p> <p>9 A Well, it's -- he keeps a ledger of it to</p> <p>10 keep track of it.</p> <p>11 Q Do you know what a contract is,</p> <p>12 Mr. Clinton?</p> <p>13 A It's a written agreement. I mean, it's</p> <p>14 nothing that --</p> <p>15 Q Is there a written agreement between</p> <p>16 Haymount Urgent Care and the RAC entity for the</p> <p>17 transfer of those watches?</p> <p>18 A Yeah, there is, with respect to this</p> <p>19 transaction and any transaction if we were to have</p> <p>20 any.</p> <p>21 Q And did you execute that contract?</p> <p>22 A Did I what?</p> <p>23 Q Did you sign that contract for both</p> <p>24 entities?</p> <p>25 A Well, I just -- I just -- yeah, I did. I</p>
Page 167	Page 169
<p>1 the money right back to Haymount when it did</p> <p>2 receive any money. So it was on a ledger --</p> <p>3 Q So sometimes you used -- so sometimes you</p> <p>4 used different entities for tax purposes even</p> <p>5 though --</p> <p>6 A Well, it hasn't been --</p> <p>7 Q -- practicality -- can I finish my</p> <p>8 question?</p> <p>9 A Yes, sir. Yeah.</p> <p>10 Q So even though -- so sometimes you use</p> <p>11 different entities for tax purposes even though</p> <p>12 practically the business reason is it's going to</p> <p>13 go under a different entity books; correct?</p> <p>14 A No. This is -- there's been no taxes</p> <p>15 filed with RAC Investment Services. We were</p> <p>16 trying to -- the watch market was trying to -- it</p> <p>17 started to surge at that same time when crypto</p> <p>18 was. The Pateks and the Richard Milles and</p> <p>19 Hublots and all those were surging a lot, so these</p> <p>20 were at auction. We thought we could get them</p> <p>21 here cheap and sell them in January, February,</p> <p>22 March at a bigger profit to make money for</p> <p>23 Haymount and help pay down some of these other --</p> <p>24 there's other expenses. And that's why we did it.</p> <p>25 Q Is there a written contract between RAC</p>	<p>1 just wrote it down so that we could keep track of</p> <p>2 things.</p> <p>3 Q You wrote what down?</p> <p>4 A I wrote down what the premise was for it.</p> <p>5 It wasn't a fancy multipage contract. It was just</p> <p>6 that they were transferring the watches to RAC,</p> <p>7 and then the funds were back to Haymount.</p> <p>8 Q Do you understand what the term "corporate</p> <p>9 formalities" are?</p> <p>10 A No.</p> <p>11 Q Okay. Do you keep --</p> <p>12 A I try -- yeah. To keep the books</p> <p>13 separate. Is that -- my understanding?</p> <p>14 Q What is your understanding of corporate</p> <p>15 formalities?</p> <p>16 A Corporate formalities?</p> <p>17 Q Formalities, correct.</p> <p>18 A To keep things separate and to keep</p> <p>19 accounting separate. So if we know that if one</p> <p>20 group is getting something, they're supposed to</p> <p>21 keep track of it so they know that it's owed back</p> <p>22 to the other group so that there's an accounting</p> <p>23 for everything.</p> <p>24 Q Okay. And do you -- do you follow that</p> <p>25 practice of keeping personal assets and business</p>

<p>Page 170</p> <p>1 assets separate?</p> <p>2 A Yeah. We keep a ledger to keep track of</p> <p>3 it so we know where it is and where it stands.</p> <p>4 Q Can you expound on that? What do you</p> <p>5 mean, you "keep a ledger"?</p> <p>6 A That the accountant has a ledger when --</p> <p>7 so it's a tabulation of how much is owed to</p> <p>8 which -- to which group.</p> <p>9 Like when money was moved from</p> <p>10 Haymount over to the personal business within</p> <p>11 Wells Fargo, for example, we would move it so that</p> <p>12 GoFund couldn't just take all the money there one</p> <p>13 day, and then every day we're moving over the</p> <p>14 amount that was owed. Every day you'd see it come</p> <p>15 back from -- from my personal account into this</p> <p>16 one to cover all the daily draws.</p> <p>17 Q So --</p> <p>18 A And you see that -- it's more of a</p> <p>19 protection mechanism so they can't -- but it would</p> <p>20 be -- on our ledger, it would show it as a draw,</p> <p>21 and then it has to be paid back. It's almost like</p> <p>22 a line of credit that's being paid back daily.</p> <p>23 Q So you keep -- you keep business funds in</p> <p>24 your personal account?</p> <p>25 A Well, we don't usually. We only did it</p>	<p>Page 172</p> <p>1 may have cleared them.</p> <p>2 Q Did you talk to anyone else at Haymount</p> <p>3 before you spent \$320,000 of its money on watches?</p> <p>4 A No.</p> <p>5 Q Do you see the invoice date was 12/20?</p> <p>6 A Uh-huh. Yes.</p> <p>7 Q Do you know when you actually paid for</p> <p>8 this?</p> <p>9 A No.</p> <p>10 Q Do you know when you received the watches?</p> <p>11 A The same day I paid for it.</p> <p>12 Q You received the watches the same day</p> <p>13 you --</p> <p>14 A It was around --</p> <p>15 Q So when did you receive the watches?</p> <p>16 A It was around that time, the week before</p> <p>17 Christmas. So it must have been during that week</p> <p>18 at some point.</p> <p>19 Q Okay. So by -- by December 25th, you had</p> <p>20 paid for the watches?</p> <p>21 A Right. Before that, yes.</p> <p>22 Q Okay.</p> <p>23 A And you'll see that RAC Investments</p> <p>24 transferred back much more than that back to</p> <p>25 Haymount when we sold the watches.</p>
<p>Page 171</p> <p>1 because the MCAs were taking out more money than</p> <p>2 they were entitled to.</p> <p>3 Q Okay.</p> <p>4 A So ideally, we would not do that. But we</p> <p>5 only did it for preservation of wealth -- of the</p> <p>6 money that was in there.</p> <p>7 Q In December of 2021, how many MCA</p> <p>8 agreements was Haymount Urgent Care entered into?</p> <p>9 A I don't know how many we had. Maybe ten.</p> <p>10 Q Maybe ten. Okay.</p> <p>11 A Yeah.</p> <p>12 Q \$318,000 is a lot of money to spend on</p> <p>13 watches, isn't it?</p> <p>14 A It is.</p> <p>15 Q Were you using MCA money to buy watches as</p> <p>16 an investment for your side project of RAC?</p> <p>17 A No. No. It was -- because we had a</p> <p>18 million dollars -- also 1.1 million came in in</p> <p>19 December as well, and it was meant to make money</p> <p>20 for Haymount, was the purpose of it.</p> <p>21 Q So your receivables in December cleared</p> <p>22 all of your MCA obligations in December?</p> <p>23 A I don't know what they were. I don't know</p> <p>24 if they did. Because a lot of those December</p> <p>25 ones, they were near the end of December. So they</p>	<p>Page 173</p> <p>1 MR. CIPOLLA: Let's go to -- can we</p> <p>2 get -- James, can we go to GOFUND_7156?</p> <p>3 (Clinton Exhibit 12 marked.)</p> <p>4 BY MR. CIPOLLA:</p> <p>5 Q Do you recognize this document?</p> <p>6 A Yeah.</p> <p>7 Q Okay. What's the date on it?</p> <p>8 A December 16th.</p> <p>9 Q And what's the amount you received?</p> <p>10 A I don't recall how much I received.</p> <p>11 Q Okay. What's the purchase price on this</p> <p>12 document?</p> <p>13 A Well, it says a million, but I don't think</p> <p>14 I received a million.</p> <p>15 Q Do you know how much you received?</p> <p>16 A Maybe 900,000.</p> <p>17 Q Okay.</p> <p>18 A No. Maybe 400,000. I don't know. I</p> <p>19 don't recall, but I know it was less than that.</p> <p>20 And I believe the form was green before, the</p> <p>21 "GoFund Advance" was green.</p> <p>22 Q And you took these funds in order to pay</p> <p>23 for supplies; correct?</p> <p>24 A Correct.</p> <p>25 Q That was why you were entering an MCA</p>

<p>Page 230</p> <p>1 A Well, there's a document that we keep 2 track of. But that's the only -- the only thing. 3 Q Okay. What was that loan for? 4 A Which one? This? 5 Q The one between you and Haymount. 6 A Oh, no. It's a -- it's like a line of 7 credit that would go back and forth. Like I lent 8 money to the business, and then the business would 9 pay it back, and it would go back and forth. Just 10 like more recently when we'd transfer the large 11 amounts, it was to put it there to preserve it so 12 that the MCAs wouldn't take from it, and then we'd 13 put it back every day. 14 Q And in April 2021, were MCA companies 15 over-debiting your company? 16 A There were still some MCA companies and we 17 don't know if they would over-debit or not. 18 Q In April 2021, not 2022. 19 A Yeah, there were still some MCAs. There 20 was one or two. 21 Q And do you see on April 22nd -- 22 A Yes. 23 Q -- you withdraw another 30,000? 24 A Correct. 25 Q Have you ever had dealings with Kharis</p>	<p>Page 232</p> <p>1 a great time to take a break. 2 MR. HESKIN: Yeah. Why don't we -- 3 we've been going for, like, an hour and a 4 half, I think. 5 THE VIDEOGRAPHER: Okay. Going off 6 the record at 3:13 p.m. 7 (Recess from 2:13 p.m. to 2:28 p.m. CST) 8 THE VIDEOGRAPHER: Going back on 9 the record at 3:28 p.m. 10 BY MR. CIPOLLA: 11 Q So earlier you said Josh wired \$10,000 to 12 Shane to pursue this case; correct? 13 A Correct. 14 Q Okay. Did you ask him to do that? 15 A I mean, we said to get the money to Shane, 16 and so I said, "Yeah, you can wire it because I 17 don't have the extra money right now." And so he 18 did and added it to my bill. 19 Q What do you mean, they added it to your 20 bill? 21 A To the amount that I owed them. 22 Q Do you know if Shane pressured them to 23 wire that money? 24 A No. 25 Q Did you pressure them to wire that money?</p>
<p>Page 231</p> <p>1 Capital? I think we might have spoken about them 2 earlier. 3 A Yes. Yeah, you showed me their -- you 4 showed me their contract. 5 Q Did they -- yeah. What was your -- your 6 dealings with them like? 7 A They seemed to be fine. 8 Q Did they over-debit your account? 9 A I don't recall it being over-debited. I 10 don't remember. 11 Q Do you recall the date of that Kharis 12 Capital MCA? 13 A I do not. I think there was more than 14 one. 15 MR. CIPOLLA: James, can you bring 16 back up HAY-9787? I think it's an 17 exhibit, but I'll admit I don't know the 18 exact number off the top of my head. And 19 can you put it side by side with this? 20 THE VIDEOGRAPHER: Sure. Just give 21 me one second. 22 THE WITNESS: April 15th, it said. 23 MR. HESKIN: Do you want to take -- 24 is now a good time to take a break? 25 MR. CIPOLLA: Sure. Yeah. Now is</p>	<p>Page 233</p> <p>1 A No. I don't think anybody had to be 2 pressured to wire the money. They were just going 3 to extend another \$10,000 of a loan to me, and 4 that's why they wired it. 5 Q Did you discuss them adding it to your 6 bill before they wired it? 7 A Yeah, because he said that he would send 8 it to Shane on my behalf. He never implied that 9 he was going to pay for -- ever implied he was 10 going to actually pay for it. 11 Q Do you think that that contract with Josh 12 is -- was a loan? 13 A I do. 14 Q Okay. Do you think it's a problem that 15 he's paying your attorney to pursue these claims 16 when he has one of those agreements with you? 17 A Well, yeah, I think that I had to pay him 18 back for it. But I think that all these MCAs are 19 a problem. 20 Q Have you paid him back for it? 21 A Yeah. 22 Q Oh, you paid back Josh in full? 23 A Yeah. I paid -- well, not the World 24 Global. I paid him back the 10,000, but I haven't 25 paid back their whole amount in full.</p>

<p>1 Q But you said you'd added it to the bill.</p> <p>2 A Yeah. So it depends on how you account</p> <p>3 for it. I mean, he could say I still owe him</p> <p>4 however many dollars it is. I don't have it in</p> <p>5 front of me.</p> <p>6 MR. CIPOLLA: Okay. James, I think</p> <p>7 earlier we were working on getting two</p> <p>8 agreements up side by side -- or two</p> <p>9 documents -- exhibits up side by side.</p> <p>10 Not agreements.</p> <p>11 I don't think it was Exhibit 21.</p> <p>12 It's supposed to be HAY-3337. It should</p> <p>13 be an exhibit or two later than this.</p> <p>14 THE VIDEOGRAPHER: Okay.</p> <p>15 MR. CIPOLLA: On the right.</p> <p>16 THE VIDEOGRAPHER: Sorry about</p> <p>17 that.</p> <p>18 BY MR. CIPOLLA:</p> <p>19 Q Did -- does Josh consider the 10,000</p> <p>20 payment to Shane cleared?</p> <p>21 A I have no idea what Josh thinks.</p> <p>22 Q So depending on how it's accounted for,</p> <p>23 he's still fronting the costs to Shane for this</p> <p>24 litigation?</p> <p>25 A Yeah, I would assume he knows that that's</p>	<p>Page 234</p> <p>1 You have so many of these MCA</p> <p>2 agreements, it's hard to keep track.</p> <p>3 A I know. That's what I'm saying. I know.</p> <p>4 It's hard to keep track. Tell me about it.</p> <p>5 MR. HESKIN: I've seen worse.</p> <p>6 MR. CIPOLLA: I'll find that one in</p> <p>7 a minute, and we'll come back to this.</p> <p>8 James, can we close these both and</p> <p>9 pull up HAY-001955?</p> <p>10 BY MR. CIPOLLA:</p> <p>11 Q Do you know when your last crypto purchase</p> <p>12 was, Dr. Clinton?</p> <p>13 A Excuse me?</p> <p>14 Q Do you know when your last crypto purchase</p> <p>15 was, Dr. Clinton, roughly?</p> <p>16 A No.</p> <p>17 Q Did you buy any in 2022?</p> <p>18 A I may have bought a little bit in 2022.</p> <p>19 THE VIDEOGRAPHER: I'm sorry,</p> <p>20 Mr. Cipolla. What was the document again?</p> <p>21 MR. CIPOLLA: 2415. I think I just</p> <p>22 uploaded it.</p> <p>23 THE VIDEOGRAPHER: Okay. Got you.</p> <p>24 (Clinton Exhibit 23 marked.)</p> <p>25</p>
<p>1 paid, but I don't -- it's hard to understand what</p> <p>2 he thinks at any given moment.</p> <p>3 Q Have you asked him what he thinks?</p> <p>4 A No, not specifically about this.</p> <p>5 Q Have you put it in an email and asked him</p> <p>6 to confirm what he thinks?</p> <p>7 A I have not.</p> <p>8 MR. CIPOLLA: All right. Thank</p> <p>9 you, James.</p> <p>10 BY MR. CIPOLLA:</p> <p>11 Q All right. Let's scroll back here.</p> <p>12 Okay.</p> <p>13 A Yup. All right.</p> <p>14 Q So here you see an agreement on the left</p> <p>15 on April 15th; correct?</p> <p>16 A I sure do.</p> <p>17 Q And when would that have funded?</p> <p>18 A That would have funded two years before</p> <p>19 the document you're showing me on the right.</p> <p>20 Because this is 2019 on the document and 2021 on</p> <p>21 the bank report, unless I'm missing something.</p> <p>22 Correct?</p> <p>23 Q Yeah, yeah, yeah. You're correct.</p> <p>24 A Thanks.</p> <p>25 Q This exhibit is the wrong one.</p>	<p>Page 235</p> <p>1 BY MR. CIPOLLA:</p> <p>2 Q Okay.</p> <p>3 Okay. Do you see this withdrawal on</p> <p>4 April 4th to RAC Investment Services?</p> <p>5 A Yes.</p> <p>6 Q For \$4,000?</p> <p>7 A Yes.</p> <p>8 Q That's the entity you control; correct?</p> <p>9 A Correct.</p> <p>10 That was a deposit from them? Yeah.</p> <p>11 Q Yeah. It was --</p> <p>12 A That was a deposit from them. Okay.</p> <p>13 Q It was a deposit.</p> <p>14 A Yeah.</p> <p>15 Q Sorry if I misstated that. That was</p> <p>16 definitely a deposit.</p> <p>17 A No, no. I think you -- I think you did.</p> <p>18 Q Different banks' statements are slightly</p> <p>19 different, so it takes me a second to --</p> <p>20 A Yeah.</p> <p>21 Q Okay. Then you see here on April 7th you</p> <p>22 withdraw 200,000 for R- -- RAC Investment</p> <p>23 Services; correct?</p> <p>24 A Yes.</p> <p>25 Q And it says: "Loan repayment." Do you</p>

1 UNITED STATES DISTRICT COURT
2 FOR THE SOUTHERN DISTRICT OF NEW YORK

3 HAYMOUNT URGENT CARE PC;)
4 ROBERT A. CLINTON, JR.;)
5 INDIGO INSTALLATIONS, INC.;)
6 and CHRISTOPHER A. TURRENTINE,)
7 individually and on behalf of)
8 those similarly situated,)
9 Plaintiffs,) Case Number
10 VS) 1:22-cv-01245-JSR
11)
12 GOFUND ADVANCE, LLC;)
13 FUNDING 123, LLC; MERCHANT)
14 CAPITAL, LLC; ALPHA RECOVER)
15 PARTNERS, LLC; YITZCHOK)
16 ("ISAAC") WOLF; JOSEF BREZEL;)
17 JOSEPH KROEN; and)
18 YISROEL C. GETTER,)
19 Defendants.

20 REPORTER'S CERTIFICATION
21 REMOTE VIDEOTAPED DEPOSITION OF
22 ROBERT A. CLINTON, JR.
23 September 14, 2022

24 I, Rebecca A. Graziano, Certified Shorthand
25 Reporter in and for the States of Texas,
California, and Illinois, hereby certify to the
following:

That the witness, ROBERT A. CLINTON, JR.,
was duly sworn and that the transcript of the oral
deposition is a true record of the testimony given
by the witness;

I further certify that pursuant to FRCP Rule

1 30(f)(1) that the signature of the deponent:

2 _____ was requested by the deponent or a
3 party before the completion of the deposition and
4 returned within 30 days from date of receipt of
5 the transcript. If returned, the attached Changes
6 and Signature Page contains any changes and the
7 reasons therefor.

8 _____ was not requested by the deponent or a
9 party before the completion of the deposition.

10 I further certify that I am neither attorney
11 nor counsel for, related to, nor employed by any
12 of the parties to the action in which this
13 testimony was taken.

14 Further, I am not a relative or employee of
15 any attorney of record in this cause, nor do I
16 have a financial interest in the action.

17
18 Certified on September 19, 2022
19
20

21 _____
22 Rebecca A. Graziano, CSR, RMR, CRR
Texas CSR 9306
Expiration: 07/31/24
23 California CSR 14407
Expiration: 09/30/22
24 Illinois CSR 084.004659
Expiration: 05/31/23
25